

1 BILL NO. S-83-04- 29

2 SPECIAL ORDINANCE NO. S-8785

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and National Serv-All, Inc., for
curb and sidewalk Improvement for
Resolution #5960-82, Memorial
Park Neighborhood, Phase I.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That a certain Contract dated April 13,
10 1983, between the City of Fort Wayne, Indiana, by and through its
11 Mayor and the Board of Public Works, and National Serv-All, Inc.,
12 for:

13 Improvement Resolution #5960-82 for con-
14 structing curbs and sidewalks as follows
in Memorial Park Neighborhood, Phase I:
15 GLASGOW - West from Humphrey on north to
Maumee on south; WABASH - both sides from
16 Humphrey on north to Maumee on South;

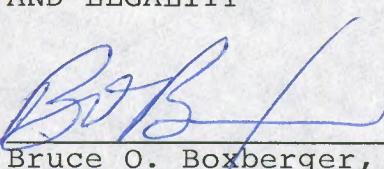
17 involving a total cost of Forty-Eight Thousand Two Hundred Ninety-
18 Six and 50/100 Dollars (\$48,296.50).

19 SECTION 2. A copy of said Contract is on file in the
20 Office of the Board of Public Works, and is available for public
21 inspection.

22 SECTION 3. That this Ordinance shall be in full force
23 and effect from and after its passage, and any and all necessary
24 approval by the Mayor.

25 
26 Samuel J. Talarico
27 Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by J. Lalarico, seconded by Gia Quinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, at _____ o'clock M., E.S.T.

DATE: 4-26-82.

Nadlyn Esteroff
CITY CLERK *acting*

Read the third time in full and on motion on by J. Lalarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCRUGGS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 5-10-82.

Nadlyn Esteroff
CITY CLERK *acting*

Passed and adopted by the Common Council of the City of Fort Wayne Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-87-82. on the 10th day of May, 1982.

ATTEST: (SEAL)

Nadlyn Esteroff
CITY CLERK *acting*

Ray A. Esteroff
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of May, 1982. at the hour of 11:30 o'clock P. M., E.S.T.

Nadlyn Esteroff
CITY CLERK *acting*

Approved and signed by me this 12th day of May, 1983. at the hour of 1 o'clock P. M., E.S.T.

Win Moses Jr.

WIN MOSES, JR. - MAYOR

CONTRACT

This Agreement, made and entered into this 13 day of April, 1983

by and between ----- NATIONAL SERV-ALL, INC. -----

----- 6231 McBeth Road, Fort Wayne, Indiana 46809 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im- Improvement Resolution No. 5960-82

prove by constructing curbs and sidewalks as follows in MEMORIAL PARK NEIGHBORHOOD,

PHASE I:

GLASGOW - West side from Humphrey on north to Maumee on south.

WABASH - Both sides from Humphrey on north to Maumee on south.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve- attached hereto and by reference made a part hereof.

ment Resolution No. 5960-82 ~~XXXXXX~~ at the following price per lineal foot

At the following prices:

Concrete Removal	Two dollars and ten cents per square yard	2.10
Curb Removal	No dollars and seventy-five cents per lineal foot	0.75
Tree Removal	Two hundred dollars and no cents per each	200.00
4" Sidewalk	One dollar and thirty cents per square foot	1.30
2' Curbface Walk	One dollar and sixty cents per square foot	1.60
6" Wingwalk W/Ramps	One dollar and eighty cents per square foot	1.80
Step Risers	Seventy-five dollars and no cents per each	75.00
Dirt Backfill for Seed	Six dollars and fifty cents per ton	6.50
Mulch, Seed & Fertilizer	One dollar and thirty-five cents per square yard	1.35
Asphalt Patching	No dollars and forty-one cents per lineal foot	1.41
TOTAL	Forty-eight thousand, two hundred and ninety-six dollars and fifty cents	\$48,296.50

Contract for Improvement Resolution No. 5960-82 (Continued)

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5960-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 13
day of April, 1983

ATTEST:

Robert S. Frank

Corporate Secretary

NATIONAL SERV-ALL, INC.

BY: Charles Walbray

ITS: Sec & Treas

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Donald E. Kennedy
Secretary and Clerk

Its Board of Public Works and Mayor.

R. Snover
ASSOCIATE CITY ATTORNEY

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we NATIONAL SERV-ALL, INC., as Principal, and the _____, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FORTY-EIGHT THOUSAND, TWO HUNDRED AND NINETY-SIX DOLLARS AND FIFTY CENTS ----- (\$48,296.50-----), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 13 day of April, 1983, enter into a contract with the City of Fort Wayne to construct Improvement Resolution No. 5960-82

To improve by constructing curbs and sidewalks as follows in MEMORIAL PARK NEIGHBORHOOD, PHASE I:

GLASGOW - West side from Humphrey on north to Maumee on south.

WABASH - Both sides from Humphrey on north to Maumee on south.

at a cost of \$ 48,296.50-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

NATIONAL SERV-ALL, INC.
(Contractor)

BY: Charles Walbruy

ITS: Secretary/Treasurer

ATTEST:

W. Walbruy
Controller
(Title)

Guard Corporation
Surety

*BY: Russell Padavan
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- NATIONAL SERV-ALL, INC. -----
(Name of Contractor)

----- 6231 McBeth Road, Fort Wayne, Indiana 46809 -----
(Address)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Guard Corporation

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FORTY-EIGHT THOUSAND,
TWO HUNDRED AND NINETY-SIX DOLLARS AND FIFTY CENTS -----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 13 day of April, 1983, for the construction of:

Improvement Resolution No. 5960-82

To improve by constructing curbs and sidewalks as follows in MEMORIAL PARK NEIGHBORHOOD, PHASE I:

GLASGOW - West side from Humphrey on north to Maumee on south.

WABASH - Both sides from Humphrey on north to Maumee on south.

at a cost of FORTY-EIGHT THOUSAND, TWO HUNDRED AND NINETY-SIX DOLLARS AND FIFTY CENTS -----
(\$ 48,296.50-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

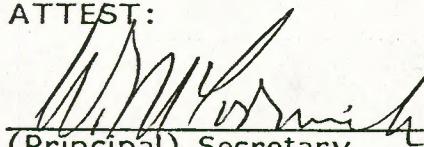
WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-parts, each one of which shall be deemed an original, this 13 day of April, 1983.

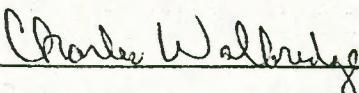
(SEAL)

ATTEST:


(Principal) Secretary

NATIONAL SERV-ALL, INC.

Principal

BY 
Secretary/Treasurer
(Title)

6231 McBeth Road

(Address)

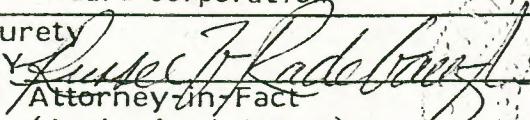
Deborah J. Helvie
Witness as to Principal

6231 McBeth Road
(Address)

Fort Wayne, IN 46809

Guard Corporation

Surety

BY 
Attorney in Fact
(Authorized Agent)


Radebaugh Insurance Agency, Inc.

581 S. Range Line Road
(Address)

Carmel, IN 46032

Deborah J. Helvie
Witness as to Surety

6231 McBeth Road
(Address)

Fort Wayne, IN 46809

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

BILL NO. S-83-04-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and National Serv-All, Inc., for curb and sidewalk Improvement for Resolution #5960-82, Memorial Park Neighborhood, Phase I

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN

Victure L. Scruggs

MARK E. GIAQUINTA

Mark E. GiaQuinta

PAUL M. BURNS

Paul M. Burns

ROY J. SCHOMBURG

R. J. Schomburg

Concurred in 5-10-83
C.C. N. E. Scott

DIGEST SHEET

6256

S-83-04-29

TITLE OF ORDINANCE Curb & Sidewalk Improvement Res. #5960-82DEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE This is an ordinance for Improvement Res. #5960-82for constructing curbs and sidewalks as follows in Memorial Park Neighborhood, Phase IGLASGOW - West from Humphrey on north to Maumee on south.WABASH - Both sides from Humphrey on north to Maumee on South.
Contractor is National Serv-All, Inc.EFFECT OF PASSAGE Improvement of curbs and sidewalks in Memorial Park Neighborhood.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$48,296.50

ASSIGNED TO COMMITTEE (PRESIDENT)